

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF VERMONT

JOHNNY HA, JENNY PHAM a/k/a)
JENNY HA, and HELEN LE,)
)
 Plaintiffs,)
)
 v.)
)
 TINA CONN,)
)
 Defendant.)

Civil Action No. 2:20-cv-155-wks

**PLAINTIFFS’ RESPONSE TO DEFENDANT’S MOTION TO EXTEND TIME TO RESPOND TO
PLAINTIFFS’ MOTION TO STRIKE DEFENDANT’S UNSIGNED DISCOVERY RESPONSES, TO HAVE
MATTERS DEEMED ADMITTED, FOR DISCOVERY SANCTIONS, FOR CONTEMPT SANCTIONS, AND
FOR ENTRY OF DEFAULT AND A DEFAULT JUDGMENT AGAINST DEFENDANT TINA CONN**

Plaintiffs Johnny Ha, Jenny Pham a/k/a Jenny Ha and Helen Le (collectively, “Plaintiffs”), by and through their undersigned counsel, hereby respond to Defendant Tina Conn’s April 29, 2024 Motion (ECF No. 119) to Extend Time to Respond to Plaintiffs’ April 10, 2024 Motion to Strike Defendant’s Unsigned Discovery Responses, to Have Matters Deemed Admitted, for Discovery Sanctions, for Contempt Sanctions, and for Entry of Default and a Default Judgment Against Defendant Tina Conn (ECF No. 118). Plaintiffs state respectfully as follows:

Plaintiffs **do not oppose** Ms. Conn’s proposed May 10, 2024 deadline for her to respond to Plaintiffs’ Motion (ECF No. 118).

Plaintiffs note that Ms. Conn did not contact Plaintiffs’ counsel in advance to request consent to the relief proposed in her April 29th Motion, which is required by Local Rule 7(a)(7). (Had such a request been made, Plaintiffs would have consented.)

In addition, Plaintiffs note that Ms. Conn's extension Motion (ECF No. 119) and her subsequent Certificate of Service (ECF No. 120) are not signed in compliance with Federal Rule 11(a), which requires that Court filings "state the signer's address, e-mail address, and telephone number." Fed. R. Civ. P. 11(a).

Finally, Plaintiffs note that Ms. Conn served her extension Motion on Plaintiffs' undersigned counsel via email on the night of April 30, 2024 (see the Exhibit hereto, showing her "new email address" as tinaconn42@gmail.com), and the parties do not have a written agreement allowing for email service. Such an agreement is required for email service to be valid. See Fed. R. Civ. P. 5(b)(2)(E). (Plaintiffs are willing to consider a written agreement allowing for bilateral email service going forward.)

Dated: May 1, 2024
Burlington, Vermont

Respectfully submitted,

MSK ATTORNEYS

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